



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. The landlord had only served the male tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail. In addition to filing the Canada Post Receipt for the registered mail she testified that she had received a letter from the male tenant's lawyer acknowledging receipt of the documents. The male tenant did not appear at the hearing.

### Issue(s) to be Decided

- Is the landlord entitled to a monetary order and, if so, in what amount?
- What order should be made regarding the security deposit?

### Background and Evidence

This month-to-month tenancy commenced November 1, 2013. A written tenancy agreement was signed by the parties. It provided for payment of the monthly rent of \$700.00 on the first day of the month. The tenants also paid a security deposit of \$350.00. A move-in inspection was conducted and a move-in condition inspection report was completed.

On February 12 there was a serious incident of domestic violence in the rental unit. During the incident significant damage was inflicted on walls, ceiling and doors of the rental unit. The male tenant was incarcerated as a result of the incident.

The female tenant eventually moved out of the rental unit in March, without having paid any rent for the month and without giving written notice to the landlord in the manner required by the legislation. Prior to her move out a move-out inspection was conducted and a move-out condition inspection report completed. On the report the female tenant acknowledged the damage done to the unit and gave written consent to the landlord keeping the security deposit.

The cost of drywall repairs, painting, and replacing damaged doors was \$1850.00. The repairs were completed by the first week of April. These repairs were done by a tradesman. In addition, the landlord spent time cleaning and repairing the unit. No claim was made for the landlord's time and effort.

The landlord is also claiming the cost of replacing two missing garage door openers in the amount of \$100.00.

#### Analysis

I find that the landlord has established a total monetary claim of \$3050.00 comprised of:

|                                          |           |
|------------------------------------------|-----------|
| Unpaid rent for March                    | \$700.00  |
| Damages to the rental                    | \$1850.00 |
| Lost garage door openers                 | \$100.00  |
| Lost rental income for one half of April | \$350.00  |
| Filing fee paid for this application     | \$50.00   |

I order that the landlord retain the deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2700.00.

#### Conclusion

A monetary order has been made in favour of the landlord. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 06, 2014

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Residential Tenancy Branch

